

U.S. GOVERNMENT PRINTING OFFICE

Norwalk, CA

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

"Desert Sun"

as requisitioned from the U.S. Government Printing Office (GPO) by the

Department of Veteran Affairs

Single Award

The term of this contract is for the period

beginning June 1, 2003, and ending May 31, 2004

BID OPENING: Bids shall be publicly opened at 2 p.m., prevailing Los Angeles, CA time, on May 8, 2003

PRODUCTION AREA: It is assumed that all production facilities used in the manufacture of the product(s) ordered under this contract will be located within the Phoenix, AZ commercial zone as defined in 49 CFR Ch. III part 372.

Any bidder intending to use production facilities outside this area should furnish information, with the bid, which will on its face demonstrate ability to meet the schedule requirements. The determination by the Government of the acceptability of this information in no way relieves the successful bidder of the responsibility for compliance with these schedule requirements.

BID SUBMISSION: Submit bid in an envelope referencing the program number and bid opening date. Send to: U.S. Government Printing Office, Los Angeles Regional Printing Procurement Office, 12501 East Imperial Highway, Suite 110, Norwalk, CA 90650-3136.

CONTRACT TERM: The term of this contract is for the period beginning June 1, 2003 and ending May 31, 2004, plus up to one optional 12-month extension period(s) that may be added in accordance with the "Option to Extend the Contract Term" clause in this contract.

OPTION TO EXTEND THE CONTRACT TERM: The Government has the option to extend the term of this contract for a period of 12 months by written notice to the contractor not later than 60 days before the contract expires. If the Government exercises this option, the extended contract shall be considered to include this clause, except, the total duration of the contract may not exceed two years as a result of, and including, any extension(s) added under this clause. Further extension may be negotiated under the "Extension of Contract Term" clause. See also "Economic Price Adjustment" for periodic pricing revision.

For information of a technical nature call Diane Abeyta, (562) 863-1708 ext. 11, email dabeyta@gpo.gov, or Fax (562) 863-8701 (no collect calls).

SECTION 1. - GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS AND QUALITY ASSURANCE THROUGH ATTRIBUTES: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses, and supplemental specifications of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) and GPO Contract Terms, Quality Assurance Through Attributes Program for Printing and Binding (GPO Publication 310.1, effective May 1979 (revised April 1996)).

The solicitation provision in GPO Contract Terms (Pub. 310.2) permitting facsimile bids means a bid that has been transmitted to and has been received by a commercial enterprise via facsimile and subsequently delivered to the Government. Facsimile bids transmitted to GPO offices will not be considered.

NOTE: Printing specifications will utilize dual dimensions. The product measurements will be stated with metric dimensions first, then followed in parenthesis by the inch/pound equivalent. At a future date, metric measurements will be used exclusively in all specifications.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level III.
- (b) Finishing (item related) Attributes -- Level III.

Inspection Levels (from ANSI/ASQC Z1.4):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	O.K. Proofs
P-8. Halftone Match (Single and Double Impression)	O.K. Proofs
P-9. Solid and Screen Tint Color Match	O.K. Proofs

Special Instructions: In the event that inspection of press sheets is waived by the Government, the following listed alternate standards (in order of precedence) shall become the Specified Standards:

- P-7. Camera copy.
- P-8. Camera copy.
- P-9. Pantone Matching System color.

EXTENSION OF CONTRACT TERM (AFTER THE CONTRACT TWO YEAR PERIOD): At the request of the Government, the term of any contract resulting from this solicitation may be extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT): Public Law 104-134 of April 26, 1996, requires that Federal agencies convert from making payment by check to paying by electronic funds transfer (EFT). Accordingly, the U.S. Government Printing Office (GPO) intends to issue payment by EFT under any contract or purchase order resulting from this solicitation.

To arrange for Electronic Funds Transfer payment, the contractor must complete a Standard Form 3881 (ACH Vendor/Miscellaneous Payment Enrollment Form) and submit it to: **U.S. Government Printing Office, Procurement Accounting Division, Stop FMC, Washington, DC 20401**. A copy of SF-3881 is available by calling 202-512-0800 (or toll free 1-800-245-5476), by faxing requests to 202-512-1410, or it may be downloaded from the GPO Internet site at <http://www.gpo.gov/procurement/gpo3881.pdf> as an Adobe Acrobat PDF file. A new SF-3881 should be submitted for changes in company or financial institute information. Contractor already registered for EFT with the GPO need not reply.

The need for GPO Form 1034, "**Public Voucher for Purchases**" has been eliminated. You may use your own company's invoice or while supplies last, at your option, you may continue to use GPO Form 1034. To expedite your payment, remember to include the following items on your invoice: **Jacket/Term Contract Number, Print Order Number, Discount Terms, Quantity shipped, and Total Cost**. Continue to submit evidence of shipment and/or delivery with your voucher/invoice.

PAYMENT PROCEDURE: The Government Printing Office (at its option and by written notice) may utilize the following procedure. Vouchers/invoices for the work will be sent to the ordering agency for examination and certification as to the correctness of the billing as applicable to the work performed. This certification by the ordering agency will suffice in lieu of submitting a completed sample with the contractor's voucher/invoice. After certification by the ordering agency, a copy of the approved voucher/invoice is to be submitted to the Los Angeles RPPO immediately via fax (562) 863-8701 to: **ATTN: Diane Abeyta or Betty Carroll, M/F Program 2904-S**. Failure by the contractor to mail the certified voucher/invoice to the Comptroller at the above address **AND** fax the certified voucher/invoice to the Los Angeles RPPO may result in the contractor not being paid in a timely fashion.

After examination and certification by the ordering agency, all vouchers/invoices must be submitted to: **Comptroller, U.S. Government Printing Office, North Capitol and H Streets, NW, Washington, D.C. 20401**.

WARRANTY: Contract Clause 15, "Warranty", of GPO Contract Terms (GPO Publication 310.2, effective December 1, 1987 (Rev. 6-01)) is amended for the solicitation to the effect that the warranty period is **EXTENDED** from 120 days to one calendar year from the date the check is tendered as final payment. All other provisions remain the same.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the Government. Orders may be issued under the contract from June 1, 2003 through May 31, 2004 plus for such additional period(s) as the contract is extended. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. A print order shall be "issued" for purposes of the contract, when it is either deposited in the U.S. Postal Service mail or otherwise furnished to the contractor in conformance with the schedule.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract. Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any. Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract. If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source. The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations. Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

REGULATIONS GOVERNING PROCUREMENT

The U.S. Government Printing Office (GPO) is an office in the legislative branch of the United States Government. Accordingly, the Federal Acquisition Regulation is inapplicable to this, and all GPO procurements. However, the text of certain provisions of the Federal Acquisition Regulation as contained in the Code of Federal Regulations (CFR), are referenced in this solicitation. The offeror should note that only those provisions of the Federal Acquisition Regulation which are specifically incorporated by reference into this solicitation, are applicable.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

If the Government exercises an option, the extended contract shall be considered to include this economic price adjustment clause.

SECTION 2. - SPECIFICATIONS

SCOPE: These specifications cover the production of a newspaper requiring such operations as copy pickup, films, proofs, printing, binding, packing, labeling and marking, and distribution.

TITLE: "Desert Sun."

FREQUENCY OF ORDERS: Six orders per year (Bi-monthly).

QUANTITY: Approximately 2,400 copies per order.

NUMBER OF PAGES: 4 to 12 pages per order.

TRIM SIZE: 279 x 381 mm (11 x 15 inches).

GOVERNMENT TO FURNISH: Digital media in Adobe Pagemaker, Macintosh format. The file is final art and only needs to be output to film for printing purposes. 100% of the orders will be sent via electronic files or e-mail.

Fonts: The Contractor will support Macintosh fonts. All necessary fonts will be furnished for the majority of the orders. The contractor is cautioned that furnished fonts are the property of the Government and/or its originator. All furnished fonts are to be eliminated from the contractor's archive immediately after completion of the contract. An occasional order may require the contractor to furnish fonts if they are not provided by the Government.

A visual of the furnished digital files will be provided. Visual will be color or black copy. Contractor to follow as a general guide for pagination, image placement, color breaks, etc.

Print Order. The contractor will be required to proofread all furnished material.

A supply of blue labels and selection certificates for shipping Departmental Quality copies. Facsimile for shipping container labels.

Identification markings such as register marks, ring folios, rubber-stamped jacket numbers, commercial identification marks of any kind, etc., except GPO imprint, form number, and revision date, carried on copy or film, must not print on finished product.

CONTRACTOR TO FURNISH: All materials (including layout sheets) and operations, other than those listed under "Government to Furnish" herein necessary to produce the product in accordance with these specifications.

ELECTRONIC PREPRESS:

Prior to image processing, the contractor shall perform a basic check (preflight) of the furnished digital files to assure correct output of the required reproduction image. Any errors, media damage, or data corruption that might interfere with proper file image processing must be reported to the contract administrator on (562) 863-1708 ext. 11.

The contractor shall create or alter all necessary trapping, set proper screen angles and screen frequency, and define file output selection for the image device being utilized. Furnished files must be imaged as necessary to meet the assigned quality level.

When required by the Government, the contractor shall make minor revisions to the electronic files. It is anticipated that the Government will make all major revisions.

If contractor is required to make revisions, the contractor shall copy the furnished files and make all changes to the copy.

Upon completion of each order, the contractor must furnish final production native application files (digital deliverables) with the furnished material. The digital deliverables must be an exact representation of the final printed product and shall be returned on the same type of storage media as was originally furnished. The Government will not accept, as digital deliverables, PostScript files, Adobe Acrobat Portable Document Format (PDF) files, or any proprietary file formats other than those supplied. Unless specified by the Government.

FILMS: The contractor must make all films required. All halftones and flat-tone screens are to be 150-line screen or finer. Films may be opaqued on either the emulsion or nonemulsion side.

Films may be destroyed 2 weeks after delivery of the finished product, except those ordered held for reuse in subsequent orders.

Illustrations will constitute approximately 30 percent of the printed space computed over the life of the contract.

PROOFS: The contractor will be responsible for performing all necessary proofreading to insure that the proofs are in conformity with the copy submitted. All proofs must be collated in sets, numbered sequentially, and have a 25 mm (1 inch) clear margin on all sides. Proofs must be identified with the jacket number, program number, print order number, and proof date, at least 13 mm (1/2 inch) from the type area. The contractor's firm name must not appear on any proofs.

Proofs must be clean, white paper, free of ink smudges, with all images clearly legible.

The contractor must have their own Macintosh computer system, and e-mail capabilities in order to provide one set of laser proofs. After the laser proofs have been OK'd, the ordering agency may or may not require one set of blueline proofs.

If any contractor's errors are serious enough in the opinion of the GPO to require revised proofs, the revised proofs are to be provided at no expense to the Government. No extra time can be allowed for this reproofing; such operations must be accomplished within the original production schedule allotted in the specifications.

The contractor must not print prior to receipt of an "OK to print."

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated February 1999.

White Litho Coated Offset Book, grammage 120 g/m² (basis weight: 80 lbs per 500 sheets, 25 x 38"), equal to Evergreen Gloss Book (containing a minimum of 50 percent waste paper).

PRINTING: Print all pages head to head in black ink and two additional colors. The colors will be specified on the print order.

BINDING: Fold one or two 4-pages signatures to 11 x 15".

MARGINS: Bleeds top, right and bind.

QUALITY ASSURANCE RANDOM COPIES: In addition to the Departmental Random Copies (Blue Label), the contractor may be required to submit quality assurance random copies to test for compliance against the specifications. The print order will indicate the number required, if any. When ordered, the contractor must divide the entire order into equal sublots and select a copy from a different general area of each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. Copies will be paid for at the running rate offered in the contractor's bid and their cost will not be a consideration for award.

The Quality Assurance Random Copies are to be shipped f.o.b. destination to: U.S. Government Printing Office, Los Angeles Regional Printing Procurement Office, 12501 East Imperial Highway, Suite 110, Norwalk, CA 90650-3136 and shipped at the same time as the first scheduled distribution. A copy of the print order must be included.

DEPARTMENTAL RANDOM COPIES (BLUE LABEL): All orders must be divided into equal sublots in accordance with the chart below. A random copy must be selected from each subplot. Do not choose copies from the same general area in each subplot. The contractor will be required to execute a statement furnished by GPO certifying that copies were selected as directed. The random copies constitute a part of the total quantity ordered, and no additional charge will be allowed.

Books

<u>Quantity Ordered</u>	<u>Number of Sublots</u>
500 - 3,200	50
3,201 - 10,000	80

These randomly selected copies must be packed separately and identified by a special government-furnished blue label, affixed to each affected container. The container and its contents shall be recorded separately on all shipping documents and sent in accordance with the distribution list to the Phoenix, AZ address listed under DISTRIBUTION herein.

A copy of the PRINT ORDER and a signed Government-furnished certificate of selection, must be included.

PACKING: Pack in new shipping containers in equal quantities.

LABELING AND MARKING (package and/or container label): Reproduce shipping container label from furnished repro, fill in appropriate blanks, and attach to one end of each shipping container.

RECEIPT FOR DELIVERY: Contractor must furnish their own receipts for delivery. These receipts must include the GPO jacket, program, and print order numbers; total quantity delivered; number of cartons; quantity per carton; date delivery made; and signature of the Government agent accepting delivery. The original copy of this receipt must accompany the contractor's voucher for payment.

DISTRIBUTION: Deliver f.o.b. destination to: Veterans Administration, Attn: Supply Service (90), VA Medical Center, 650 East Indian School Road, Room 1221, Phoenix, AZ 85012. Inside delivery required.

Return camera copy and artwork with proofs to the department at the above address.

All furnished material must be returned to the above address with each order under separate cover.

All expenses incidental to returning materials, submitting proofs, and furnishing sample copies must be borne by the contractor.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order. Furnished copy must be returned with proofs.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with the order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

Furnished material and proofs must be picked up from and delivered to the Phoenix, AZ, address listed under "DISTRIBUTION" herein between the hours of 7:30 a.m. and 4 p.m.

The following schedule begins the workday after notification of the availability of print order and furnished material; the workday after notification will be the first workday of the schedule.

The numbers under the column headed "WD After" represent the number of workdays allowed to complete that certain part of the schedule after completion of the preceding part.

	<u>WD After</u>
Contractor to submit laser proofs by 8 am.....	
1 (Proofs will be picked up or e-mailed by 4 pm the same day as delivery/sent)	
Contractor submit blueprint proofs (when required) by 8 am.....	1
(Proofs will be picked up by 4 p.m. the same day as delivered)	
Contractor to Complete delivery.....	3

RETURN OF GOVERNMENT FURNISHED MATERIAL: The contractor must return all Government-furnished material, camera copy and/or negatives furnished by the Government along with any negatives made by the contractor. These materials must be packaged and returned separate from the entire order via Registered Mail or any other traceable means. The contractor must be able to produce a separate signed receipt for these materials at any time during the contract.

SECTION 3. - DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices quoted in the "Schedule of Prices" herein to the following units of production which are the estimated requirements for 1 year under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered under the contract.

The following item designations correspond to those listed in the "Schedule of Prices" herein:

- I. (a) (b)
52 1,248

The term of this contract is for one year and one option year.

Note: Assumed production area within the Phoenix, AZ commercial zone.

(Page 10 is Blank.)

SECTION 4. - SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Bidder must make an entry in each of the spaces provided. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

Bids submitted with NB (No Bid) or blank spaces for an item will be declared nonresponsive.

The contracting officer reserves the right to reject any offer that contains prices for individual items of production (whether or not such items are included in the "Determination of Award" herein) that are inconsistent or unrealistic in regard to other prices in the same offer or to GPO prices for the same operation if such action would be in the best interest of the Government.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Fractional parts of 100 will be prorated at the per 100 rate.

Facsimile bids are not acceptable.

- I. COMPLETE PRODUCT:** Prices quoted shall include the cost of all required materials and operations necessary for the complete production and distribution of the product listed in accordance with these specifications.

	<u>Makeready and/or Setup</u> (a)	<u>Running Per 100 Copies</u> (b)
Per page.....	\$ _____	\$ _____

(Initials)

(Return in Triplicate.)

My production facilities are located within the assumed area of production..._____yes _____no

NOTICE: Bidders OUTSIDE the assumed production area specified on page one of these specifications should complete the following information.

1. Proposed carrier(s) for pickup of Government Furnished Material..._____

a. Number of hours from acceptance of print order to pickup of Government Furnished Material..._____

b. Number of hours from pickup of Government Furnished Material to delivery at contractor's plant..._____

2. Proposed carrier(s) for delivery of completed product..._____

a. Number of hours from notification to carrier to pickup of completed product..._____

b. Number of hours from pickup of completed product to delivery at destination..._____

BIDDERS NAME AND SIGNATURE: Fill out and return three copies of all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided and submit with the original and duplicate copies (parts 1 and 2) of GPO Form 910, "Bid". Do not enter bid prices on GPO Form 910. NOTE: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder_____

(City - State)

By_____

(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)

(E-mail address of the individual to contacted)

BIDDERS THAT ACCESS THE SPECIFICATIONS FOR THIS SOLICITATION VIA THE INTERNET FROM THE GPO WEBSITE MUST ACCESS THE GPO FORM 910 "BID" FROM THE PDF FILE AND SUBMIT IT ALONG WITH THE "SCHEDULE OF PRICES" AS REQUESTED BY THESE SPECIFICATIONS.

(Initials)

(Return in Triplicate.)